

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-10B-07200	DATE 3/13/12	PAGE 1 of 2
ADDRESS OF PREMISES 19 Bellwether Way, Building B, 3rd Floor, Bellingham, WA 98225		Bldg. # WA7997	

THIS AGREEMENT, made and entered into this date by and between Bellwether Gate B, LLC, whose address is 4326 Pacific Highway, Bellingham, WA 98225-3548

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to document Beneficial Occupancy and acceptance of space, establish the commencement date, restate the rent structure and adjust the commission credit to the Government. Therefore, Paragraphs 1, 2, 3, 20 and 21 are deleted in their entirety and replaced with the same numbered paragraphs in lieu thereof.

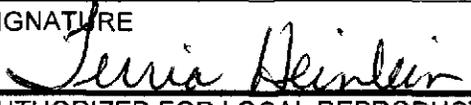
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective February 7, 2012, as follows:

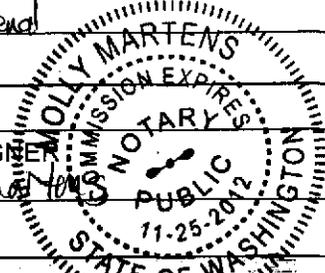
1. The Lessor hereby leases to the Government the following described premises:
 - A. A total of 4,241 rentable square feet (RSF) of office and related space, which yields 3,993 ANSI/BOMA Office Area square feet (USF) of space at 19 Bellwether Way, Building B, Top (3rd) Floor, Bellingham, WA 98225 to be used for such purposes as determined by the General Services Administration, including a total of six (6) structured parking spaces and five (5) surface, reserved parking spaces, valued at \$175 per space per month, for Government use only, at no additional cost to the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 1, 2011 through February 6, 2027, subject to termination and renewal rights as may be hereinafter set forth. Beneficial Occupancy and acceptance of tenant improvements occurred on February 7, 2012. The Government may terminate this lease at any time beginning February 7, 2022, provided that written notice is given within 90 working days.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE 	NAME OF SIGNER David Eben
ADDRESS [REDACTED]	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Molly Martens
ADDRESS [REDACTED]	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Terria Heindler CONTRACTING OFFICER
OFFICIAL TITLE OF SIGNER	



3. The Government shall pay the Lessor rent as follows:

Period	Shell Rent	Operating Costs	Taxes	TIs	Annual Rent	Monthly Rent
6/1/2011 – 2/6/2012	N/A	\$11,847.67	N/A	N/A	\$11,847.67	\$987.31
2/7/2012 – 2/6/2013	\$75,913.90	\$14,644.70	\$6,168.97	\$19,462.38	\$116,189.95	\$9,682.50
2/7/2013 – 2/6/2014	\$78,191.32	\$14,644.70	\$6,168.97	\$19,462.38	\$118,467.37	\$9,872.28
2/7/2014 – 2/6/2015	\$80,537.06	\$14,644.70	\$6,168.97	\$19,462.38	\$120,813.11	\$10,067.76
2/7/2015 – 2/6/2016	\$82,953.17	\$14,644.70	\$6,168.97	\$19,462.38	\$123,229.22	\$10,269.10
2/7/2016 – 2/6/2017	\$85,441.76	\$14,644.70	\$6,168.97	\$19,462.38	\$125,717.81	\$10,476.48
2/7/2017 – 2/6/2018	\$88,005.02	\$14,644.70	\$6,168.97	\$19,462.38	\$128,281.07	\$10,690.09
2/7/2018 – 2/6/2019	\$90,645.16	\$14,644.70	\$6,168.97	\$19,462.38	\$130,921.21	\$10,910.10
2/7/2019 – 2/6/2020	\$93,364.52	\$14,644.70	\$6,168.97	\$19,462.38	\$133,640.57	\$11,136.71
2/7/2020 – 2/6/2021	\$96,165.46	\$14,644.70	\$6,168.97	\$19,462.38	\$136,441.51	\$11,370.13
2/7/2021 – 2/6/2022	\$99,050.42	\$14,644.70	\$6,168.97	\$19,462.38	\$139,326.47	\$11,610.54
2/7/2022 – 2/6/2023	\$102,021.94	\$14,644.70	\$6,168.97	N/A	\$122,835.61	\$10,236.30
2/7/2023 – 2/6/2024	\$105,082.59	\$14,644.70	\$6,168.97	N/A	\$125,896.26	\$10,491.36
2/7/2024 – 2/6/2025	\$108,235.07	\$14,644.70	\$6,168.97	N/A	\$129,048.74	\$10,754.06
2/7/2025 – 2/6/2026	\$111,482.12	\$14,644.70	\$6,168.97	N/A	\$132,295.79	\$11,024.65
2/7/2026 – 2/6/2027	\$114,826.58	\$14,644.70	\$6,168.97	N/A	\$135,640.25	\$11,303.35

Shell rent increases 3% annually. Operating Costs are subject to CPI adjustments. Real Estate Taxes are subject to adjustment. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Bellwether Gate C, LLC, P.O. Box 31548, Bellingham, WA 98228.

20. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial firm term of the lease, (\$1,273,028.29 [REDACTED]). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit, or [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this Lease.

21. Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and will continue until the commission credit has been accounted for.

The monthly rent adjusted for the commission credit is as follows:

Rent Period	Scheduled Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit Owed	Commission Credit Remaining	Adjusted Monthly Rent Payment
2/7/2012 to 3/6/2012	\$9,682.50	\$6,326.16	[REDACTED]	[REDACTED]	[REDACTED]
3/7/2012 to 4/6/2012	\$9,682.50	\$6,326.16	[REDACTED]	[REDACTED]	[REDACTED]

The Lessor hereby waives restoration.

All other terms and conditions remain in full force and effect.

INITIALS: *SV* LESSOR
JA GOV'T